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Original Title Page

LGL /GLOVIS

SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC AGREEMENT NO. 012414

This Agreement not been published previously.
Expiration Date: None



TABLE OF CONTENTS

| | |
|--|---|
| ARTICLE 1: Full Name Of The Agreement | 1 |
| ARTICLE 2: Purpose Of The Agreement | 2 |
| ARTICLE 3: Parties To The Agreement | 2 |
| ARTICLE 4: Geographic Scope Of The Agreement..... | 2 |
| ARTICLE 5: Agreement Authority..... | 3 |
| ARTICLE 6: Officials Of The Agreement..... | 4 |
| ARTICLE 7: Membership And Withdrawal | 4 |
| ARTICLE 8: Voting..... | 4 |
| ARTICLE 9: Duration And Termination Of Agreement | 5 |
| ARTICLE 10: Non-Assignment..... | 5 |
| ARTICLE 11: Arbitration..... | 5 |
| ARTICLE 12: Applicable Law And Severability | 5 |
| ARTICLE 13: Counterparts | 5 |



ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the LGL /Glovis Space Charter ("Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize the Parties to charterer space from one other in the Trade.

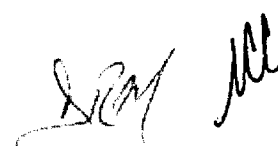
ARTICLE 3: PARTIES TO THE AGREEMENT

The Parties to the Agreement (each herein referred to as a "Party" or together the "Parties") are:

1. Liberty Global Logistics LLC
1979 Marcus Avenue, Suite 200
Lake Success, NY 11042
USA
(Hereinafter referred to as "LGL")

2. Hyundai Glovis Co., Ltd.
301, Teheran-ro,
Gangnam-gu, 06152
Seoul, Korea

(Hereinafter referred to as "Glovis")

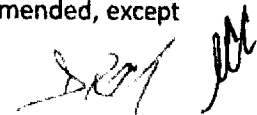


ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement applies to direct service or transshipment between ports on the United States East Coast on the one hand and ports in Portugal, Spain, France, Italy, Greece, Turkey, Lebanon, Egypt, Jordan, Saudi Arabia, Oman, UAE, Bahrain, and Kuwait on the other hand ("the Trade").

ARTICLE 5: AGREEMENT AUTHORITY

- 5.1 The Parties are authorized to charter space to/from each other on an *ad hoc* basis for carriage of ro-ro cargos on vessels operated by them in the Trade. The Parties may consult and agree on the terms and conditions of and relating to such charter, including without limitation terms and conditions relating to the compensation to be paid for such space, and ancillary services and accessorial charges related to carriage thereunder.
- 5.2 The Parties may use space chartered under this Agreement regardless of the origin or destination of the cargo, including transshipment of cargo to or from an origin or destination which is within or outside the scope of this Agreement, whether under a through bill of lading or otherwise, using space chartered hereunder for part of the through movement involved.
- 5.3 The Parties are authorized to discuss and agree upon administrative matters and related issues, including, but not limited to, procedures for allocating space, forecasting, terminal operations, schedule adjustments, record keeping, responsibility for loss or damage and the handling of claims, bill of lading terms, terms and conditions for force majeure relief, insurance, indemnification, treatment of hazardous and dangerous cargoes, and responsibility / liability for contraband and / or stowaways found on the vessel or in the cargo.
- 5.4 Each party shall retain separate identity and shall have separate sale, pricing, and marketing functions. Each party shall issue its own bills of lading, handle its own claims, and shall be fully responsible for cargoes moved under its own bill of lading.
- 5.5 The parties are authorized to make and enter in to implementing and interstitial arrangements, writings, oral, and written communications, understandings, procedures and documents within the scope of the authorities set for the in this Agreement in order to carry out the authorities and purpose hereof. Pursuant to 46 CFR 535.408, any further non- exempt agreement between the Parties cannot take effect unless filed and effective under the Shipping Act of 1984, as amended, except



to the extent that such agreement concerns routine operational or administrative matters.

**ARTICLE 6: OFFICIALS OF THE AGREEMENT AND
DELEGATIONS OF AUTHORITY**

6.1 This agreement shall be administered and implemented by meetings, decisions, memoranda, writings and other communications between the Parties.

6.2 The following individuals have the authority to file the Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission as well as the authority to delegate same:

- (a.) Any authorized officer of each of the Parties; and
- (b.) Legal counsel for each of the Parties.

ARTICLE 7: MEMBERSHIP AND WITHDRAWAL

7.1 Membership is limited to the Parties hereto except that additional carriers offering regular service in the Trade may be admitted by unanimous agreement of the Parties and by amendment of the Agreement pursuant to the Shipping Act of 1984.

7.2 Any Party may withdraw from this Agreement for any reason upon forty-five (45) days prior written notice to the other Party. In the event that either Party withdraws hereunder, it shall remain liable to the other for all liabilities accrued during the term of the Agreement.

ARTICLE 8: VOTING

All actions taken pursuant to this Agreement shall require unanimous agreement of the Parties.



ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

9.1 This Agreement shall take effect as of the effective date determined in accordance with Section 9.2 below and shall remain in effect thereafter until terminated pursuant to Article 7.2 hereof.

9.2 The effective date shall be the date the Agreement becomes effective pursuant to the Shipping Act of 1984.

9.3 The Federal Maritime Commission shall be promptly notified in writing of any termination date of this Agreement.

ARTICLE 10: NON-ASSIGNMENT

The rights and obligations of each Party under the Agreement herein shall not be assignable except to subsidiaries, parent companies or fellow subsidiaries or with the prior unanimous agreement. Each Party shall warrant that any subsidiary or fellow subsidiary to which any assignment is made shall not be sold to another Party.

ARTICLE 11: ARBITRATION

Any and all disputes arising out of or in connection with this Agreement shall be referred to arbitration in London in accordance with LMAA rules.

ARTICLE 12: APPLICABLE LAW AND SEVERABILITY

The interpretation, construction, and enforcement of this Agreement, and all rights and obligations between the parties under this agreement, shall be governed by the laws of England; provided, however, that nothing herein shall relive the Parties of obligations to comply with the U.S. Shipping Act of 1984.

ARTICLE 13: COUNTERPARTS

This Agreement and any future amendment hereto may be executed in counterparts. Each such counterpart shall be deemed an original, and all together shall constitute one and the



ORIGINAL PAGE NO. 6

LGL / Glovis

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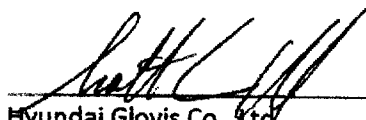
same agreement. This Agreement may be executed and delivered by exchange of email copies showing the signatures of each Party, and the original signatures need not be affixed to the same copy.

Execution Follows

Two handwritten signatures in black ink, one appearing to be 'S.M.' and the other 'J.C.', written in a cursive style.

ORIGINAL PAGE NO. 7
LGL / Glovis
Space Charter Agreement
FMC AGREEMENT NO. 012414

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers or agents as of the 24TH MAY 2016


Hyundai Glovis Co., Ltd.

Name: SCOTT CORNILLE

Title: VP - OCEAN CARRIER


LIBERTY GLOBAL LOGISTICS LLC

Name: DAVID R. MINETTI

Title: EVP COMMERCIAL OPERATIONS

